

DEFENDANT A	United States District Court Northern District of California
	Case No. 4:20-cv-05640-YGR
	Case Title <i>Epic Games, Inc. v. Apple, Inc.</i>
	Exhibit No. DX-4425
	Date Entered _____ Susan Y. Soong, Clerk By: _____, Deputy Clerk

**PlayStation®4 Cross-Platform Policy Schedule
to the PlayStation Global Developer and Publisher Agreement**

This PlayStation®4 Cross Platform Policy Schedule ("**Schedule**") between Sony Interactive Entertainment LLC, a California limited liability company ("**SIEA**" and as applicable on behalf of SIEE and SIEJA), and Epic Games, Inc. ("**Publisher**"), effective May 1, 2019, is incorporated into and subject to the terms of the PlayStation Global Developer & Publisher Agreement between the SIE Group Companies and Publisher with an Effective Date of July 27, 2015 ("**GDPA**"). Capitalized terms used in this Schedule but not defined have the meaning ascribed to those terms in the GDPA. In the event of a conflict or inconsistency between this Schedule's terms and the GDPA's terms, this Schedule's terms will control.

The SIE Group Companies and Publisher agree as follows:

1. Definitions.

- 1.1 "**DLC**" means with respect to each Licensed Product that has been approved by SIE Group Companies for Cross-Platform Gameplay, Cross-Platform Progression and Cross Platform Commerce, downloadable content submitted by Publisher for such Licensed Product. DLC does not include VC.
- 1.2 "**Cross-Platform Features**" means Cross-Platform Gameplay, Cross-Platform Progression and Cross-Platform Commerce.
- 1.3 "**Cross-Platform Gameplay**" means that Publisher may permit users of Licensed Products on PS4 to engage in online gameplay with users on Permitted Platforms via Publisher's dedicated servers.
- 1.4 "**Cross-Platform Progression**" means that Publisher may permit users to transfer progress data between PS4 and any Permitted Platforms for a Licensed Product as long as it operates dedicated online servers for the Licensed Product or this Schedule remains in force (whichever is shorter).
- 1.5 "**Cross-Platform Commerce**" means that Publisher:
 - may permit users of a Licensed Product on PS4 or any Permitted Platform to do the following:
 - Access and use DLC earned or purchased with VC by such users on PS4 in connection with the Licensed Product on any Permitted Platform.
 - Access and use DLC earned or purchased with VC by such users on any Permitted Platform in connection with the Licensed Product on PS4.
 - will not permit users on PS4 to:
 - Transfer any VC purchased on PS4 to Permitted Platforms;
 - Purchase or redeem any DLC offered exclusively to users on any Permitted Platforms;
 - Access or use any VC that was purchased on any Permitted Platforms, regardless of whether it was purchased by user for real money from a Permitted Platform, or acquired via an exclusive Permitted Platform service membership benefit; or
 - Trade or sell DLC earned or purchased on PS4 in exchange for paid VC to be credited to a user's account on any other Permitted Platform.
 - will not permit users on Permitted Platforms to:
 - Transfer any VC purchased on any Permitted Platform to PS4;
 - Purchase or redeem any DLC offered exclusively to users on PS4;
 - Access or use any VC that was purchased on PS4, whether purchased directly from PSN or acquired via exclusive PlayStation Plus membership; or

- Trade or sell DLC earned or purchased on any other Permitted Platforms in exchange for paid VC to be credited to a user's account on PS4.

1.6 **"Permitted Platforms"** means the following non-PlayStation devices:

- Windows PC, Mac OS or Linux OS enabled platforms ("**PC Platform**");
- Apple iOS or Google Android OS enabled mobile devices ("**Mobile Platform**"); and
- Microsoft Xbox One, Xbox One S and Xbox One X or Nintendo Switch ("**Console Platforms**").

1.8 **"PS4 Primary Gameplay User"** means a user that spent more time on PS4 engaged in Cross-Platform Gameplay than on any other Permitted Platform during the applicable month.

1.10 **"VC"** means with respect to each Licensed Product that has been approved by SIE Group Companies for Cross-Platform Gameplay, Cross-Platform Progression and Cross Platform Commerce, any virtual currency that users can purchase for real world money or redeem using a voucher code on PSN or Permitted Platforms that is used to obtain DLC in such Licensed Product.

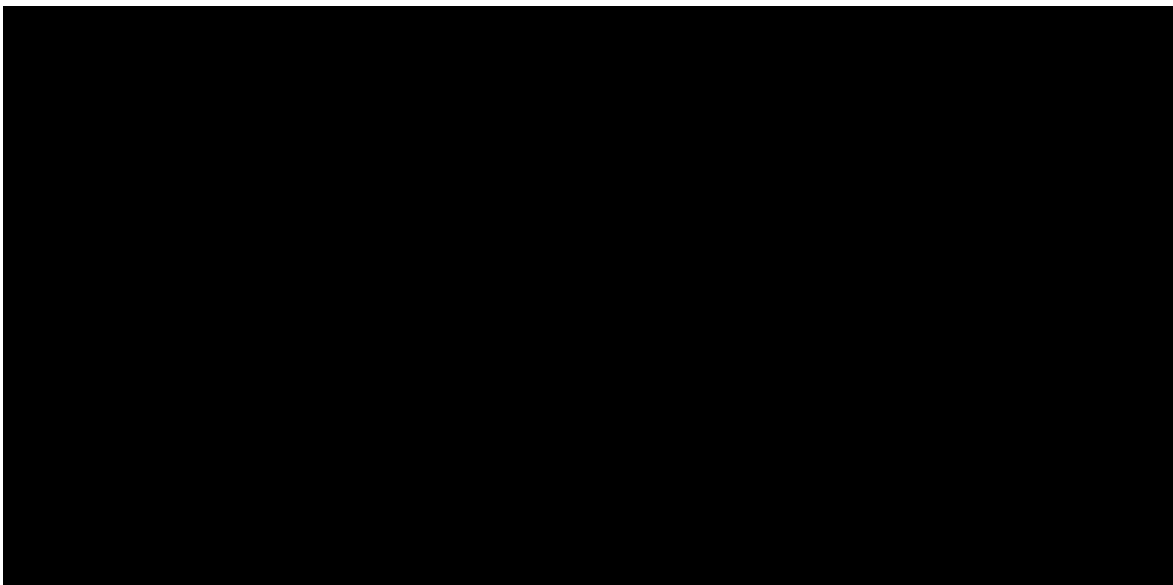
1.11 **"SIE Group Companies"** means as applicable SIEA (formerly Sony Computer Entertainment America LLC), Sony Interactive Entertainment Europe Ltd. ("**SIEE**" formerly Sony Computer Entertainment Europe Ltd.) and Sony Interactive Entertainment Inc. ("**SIEJA**" formerly Sony Computer Entertainment Inc.), with each being an "**SIE Group Company**". All references to "SIE Group Companies" in this Schedule shall be deemed to be references to "SCE" for purposes of the GDPR, and all references to "SCE" in the GDPR shall be deemed to be references to "SIE Group Companies" for purposes of this Schedule. For clarity, where this Schedule permits or requires Publisher to deliver or provide any notice, information, software or other materials to all of the "SIE Group Companies", then Publisher may satisfy such obligation by delivering or providing the relevant notice or other matter to SIEA.

1.12 **"SIE Group Companies Margin"** means the amounts retained by the SIE Group Companies from the PSN Gross Revenue for the applicable Licensed Product.

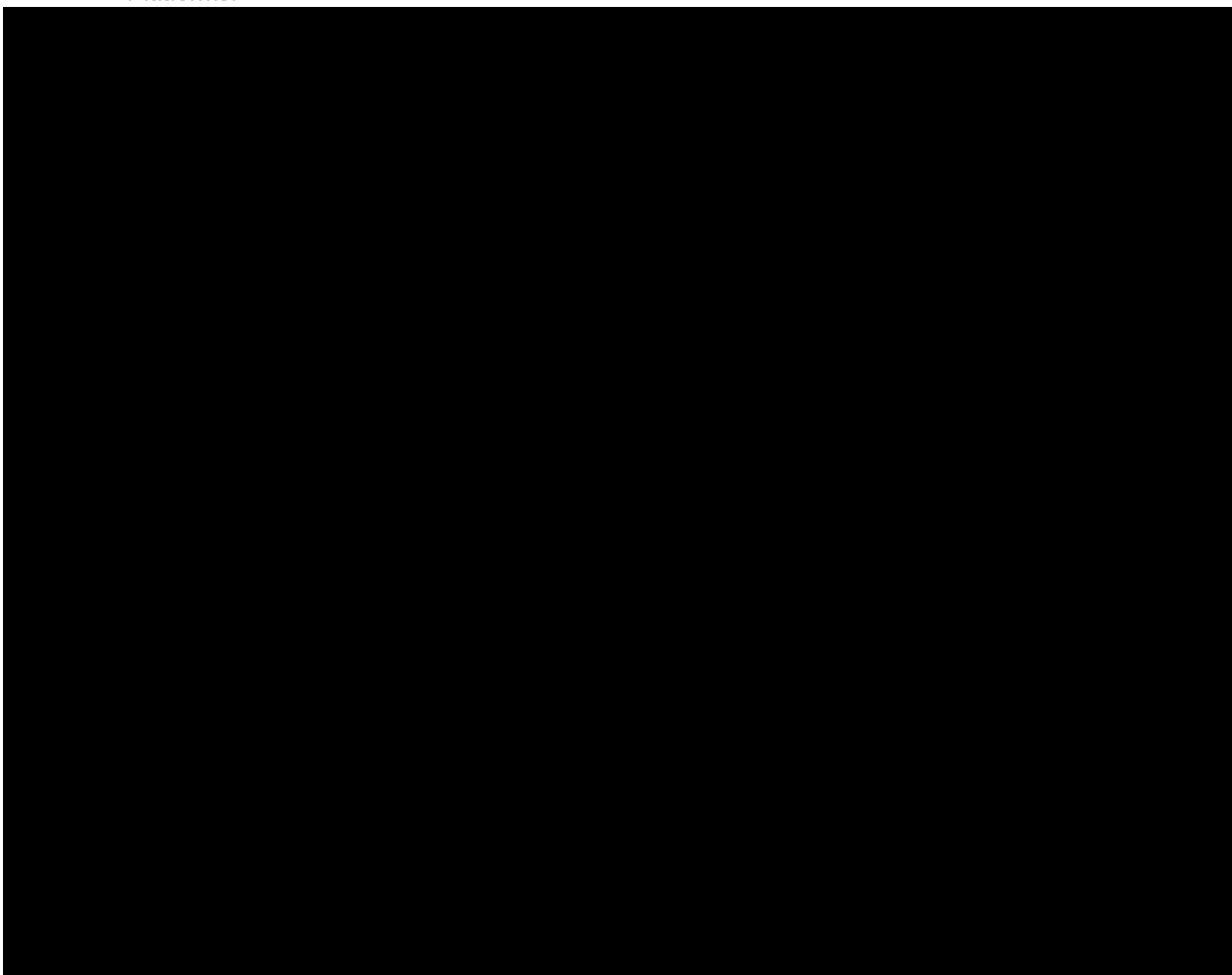
1.13 **"Territory"** means the SCEA Territory with respect to SIEA ("**SIEA Territory**"), the SCEE Territory with respect to SIEE ("**SIEE Territory**") and the SCEI Territory with respect to SIEJA ("**SIEJA Territory**"), each as defined in the GDPR and as applicable.

1.14 **"Term"** for this Schedule means from the Effective Date until this Schedule is terminated by the SIE Group Companies in accordance with Section 8.

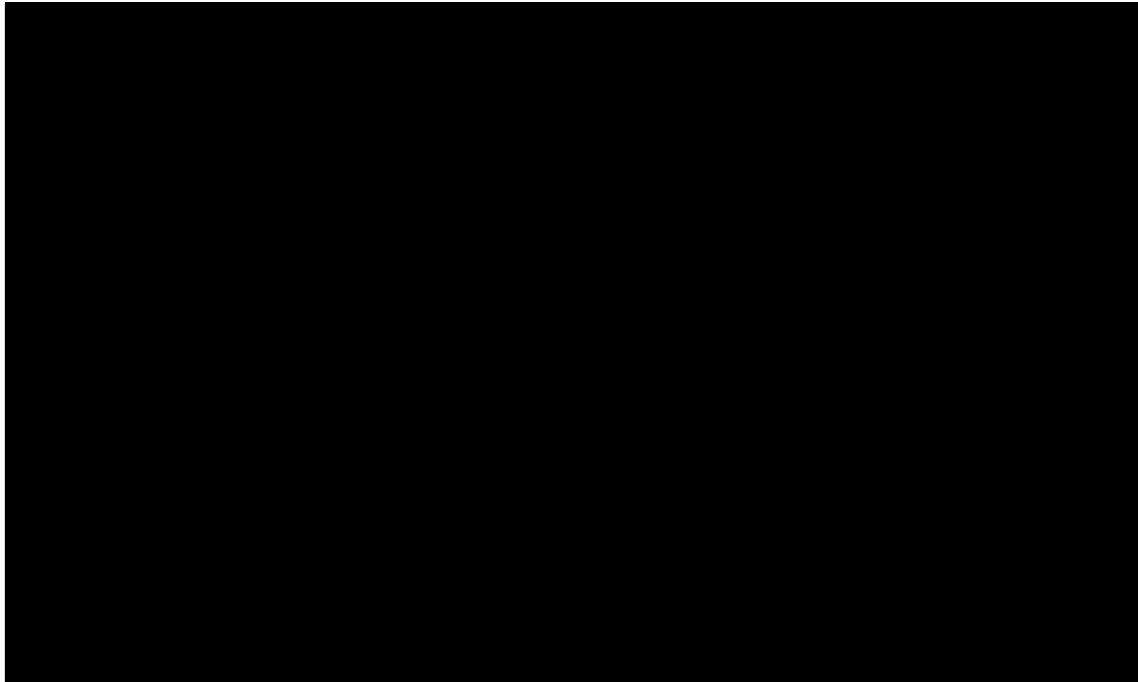
2. **Cross-Platform Gameplay**. Subject to each applicable Licensed Product's compliance with this Schedule's terms and FQA's certification pursuant to the GDPR that each submitted Licensed Product complies with the Guidelines, the SIE Group Companies will permit users of such Licensed Product on PS4 or Permitted Platforms to engage in Cross-Platform Gameplay, Cross-Platform Progression and Cross-Platform Commerce as set forth in this Schedule.



- 3.4 No Obligation. For clarity, the SIE Group Companies will be free to accept or reject Publisher's wholesale prices and the SIE Group Companies will determine retail prices on PSN at their discretion. Retail prices on PSN may be higher or lower than the retail price on Permitted Platforms.



5.



6. **Product Submission and Technical Requirements.** Prior to making any Cross-Platform Features available on PS4, Publisher will submit a written request to enable Cross-Platform Features within a Licensed Product to SIE Group Companies for approval via DevNet in order for SIE Group Companies to ensure the Licensed Product complies with the technical requirements set forth in Exhibit 1. The SIE Group Companies will have the right to review and test Publisher's compliance with such technical requirements. Publisher will promptly update the Licensed Product with any feedback or changes requested by the SIE Group Companies to enable compliance with such technical requirements. Failure to obtain SIE Group Companies' express approval prior to offering Cross-Play Features in any Licensed Product shall be deemed a material breach of this Schedule and in such event the SIE Group Companies reserve the right to terminate this Schedule pursuant to Section 8.
7. **Security.** Publisher and the SIE Group Companies will collaborate in good faith to implement solutions to identify and remedy fraudulent transactions occurring as result of any Cross-Platform Gameplay, Cross-Platform Progression or Cross-Platform Commerce between PS4 and Permitted Platforms and execute any necessary documents to facilitate the sharing of the user data engaged in such activity.
8. **Term and Termination.**
 - 8.1 The SIE Group Companies may terminate this Schedule or any of the Cross-Platform Features upon 90 days prior written notice to Publisher for any reason or immediately upon notice to Publisher in the event that Publisher does not comply with any of the terms set forth in this Schedule and has not cured such non-compliance within 30 days of written notice thereof.
 - 8.2 Notwithstanding the foregoing the SIE Group Companies reserve the right to modify or suspend the ability of users to engage in Cross-Platform Gameplay, Cross-Platform Progression or Cross-Platform Commerce in any Territory, upon notice to Publisher, in order to comply with the order of competent court of jurisdiction or regulatory ruling or in the event SIE Group Companies reasonably determine that such in Cross-Platform Gameplay, Cross-Platform Progression or Cross-Platform Commerce violates any applicable law or regulation or poses any risk of data breach, fraud, money laundering or security threat on PSN.

9. **Representation and Warranties; Indemnification.** Publisher acknowledges that the representations and warranties in Section 16.2 of the GDPR and the Indemnification obligations in Section 17.2 of the GDPR shall apply to each Licensed Product with Cross-Platform Features.
10. **Confidentiality.** Neither party shall disclose to any third party the terms of this Schedule during the Term of this Schedule and for two (2) years after, without prior written consent of the other party except that each party may disclose the terms and conditions of this Schedule to: (a) legal counsel; (b) in confidence, to accountants, banks and financing sources and their advisors; (c) in confidence, to an affiliate with a need-to-know that is related to this Schedule, and (d) if required, in the opinion of counsel, to file publicly or otherwise disclose the terms of this Schedule under applicable federal or state securities or other laws, the disclosing party shall be required to promptly notify the other party such that the other party has a reasonable opportunity to contest or limit the scope of such required disclosure, and the disclosing party shall request, and shall use its best efforts to obtain, confidential treatment for such sections of this Schedule as the other party may designate. For the avoidance of doubt and without limiting the foregoing, information disclosed by the SIE Group Companies to Publisher under this Schedule shall constitute SCE Materials, and information disclosed by Publisher to SIE Group Companies under this Schedule shall constitute Publisher Confidential Information, in each case subject to the limitations and obligations set forth in Section 20 of the GDPR, provided that each party may use such information received from the other for the additional purpose of exercising its rights and complying with its obligations under this Schedule.
11. **Multi-Platform Advertising and PR Announcements.** Publisher may make public announcements and release advertising for the Licensed Products subject to this Schedule that displays the PS4 branding along with brands of Permitted Platforms, provided that Publisher will ensure that such Licensed Product-related advertising, where space allows, features, displays or calls-out the PS4 version of the Licensed Product no less prominently than any Permitted Platform (e.g., having PS4 box art appear in a manner not obscured by box art for any equivalent version on a Permitted Platform). All advertising that contains PS4 branding must comply with the applicable PS4 branding guidelines provided by the applicable SIE Group Company in writing in advance of the relevant Licensed Product advertising. Subject to the foregoing, Publisher and SIE Group Companies will discuss in good faith in advance of any future public announcements regarding any Licensed Products that references Cross-Platform Features on PS4 or any changes to Cross-Platform Features for Licensed Product on PS4 that differs materially in substance from prior approved announcements regarding Cross-Platform Features for that Licensed Product.
12. **Effect on Co-Marketing Agreement.** The parties acknowledge and agree that as of the Effective Date of this Schedule, the terms of the Exclusivity and Co-Marketing Agreement dated May 31, 2017, as amended, between SIEA and Publisher ("**Co-Marketing Agreement**") shall have no further force or effect, except as specifically provided in the Co-Marketing Agreement. For the avoidance of doubt, the amendments to the GDPR set forth in Section 9 of the Co-Marketing Agreement shall continue in full effect following the Effective Date of this Schedule.
13. **Acknowledgment.** The parties acknowledge and agree that the Licensed Product "*Fortnite*", as configured on May 17, 2019, is in full compliance with this Schedule and the Guidelines.

EACH PARTY HAS CAUSED ITS DULY AUTHORIZED REPRESENTATIVE TO SIGN THIS SCHEDULE.

Epic Games, Inc.

By: 
(Signature) 87608DFF30274A8...

Name: Tim Sweeney
(print)

Title: CEO
(print)

Sony Interactive Entertainment LLC

By: 
(Signature) 8FE3721C23104B0...

Name: Philip L. Rosenberg
(print)

Title: SVP
(print)

EXHIBIT 1

Technical Requirements

- A method for switching off all cross platform interactions – a “PlayStation only” setting - must be available to the player.
- Publisher must be able to disable data sharing with Permitted Platforms at a global level (through a server setting, for example), in case of a malfunction or security problems.
- Transmission of persistent game data must be done using a secure transfer protocol such as HTTPS or TLS.
- A “sanity” check must be done on all persistent game data before it is used in a PlayStation application, to prevent malicious manipulation of the data.
 - This check may be performed before transmission on a Publisher-controlled device (such as a server), or it may be performed in the PlayStation application prior to use.

Account Linking

- Game progress data can be shared with Permitted Platforms only if the account on the Permitted Platform is directly linked one-to-one with a single Sony Entertainment Network account
- Once a link between accounts has been established, it should not be possible for the user to change the account link to another Sony Entertainment Network account and still retain content and progression data.
- Publisher must provide SIEA with detailed description of account-linking flow and any applicable end user license agreement or terms of service and obtain approval of such flow prior to offering Cross-Platform Gameplay, Cross-Platform Progression or Cross-Platform Commerce.

Trophies

- Trophies must only be unlocked by PlayStation gameplay, and may not depend upon interaction with other Permitted Platforms.
- Trophies must not require the player to interact with a player on a Permitted Platform.
- Trophies must not require the player to perform actions on a Permitted Platform.

Identity

- The PlayStation Network Online ID must be the primary identifier displayed for players playing from a PlayStation® device.
- When an identity from a Permitted Platform is displayed, it must be readily apparent to the player that the identity is not a PlayStation Network Online ID.

Friends List

- Friends list services may be displayed within titles provided they are managed by Publisher.
- Publisher “friends” lists must be easily distinguishable from the PlayStation friends list.

Content

- All text strings, including identities from Permitted Platforms, and User Generated Media (UGM) must be filtered for profanity.

Moderation

- Free text or voice chat between PlayStation users and other platforms is prohibited. Existing waivers remain in effect.
 - If a waiver for this prohibition is required, a detailed explanation on the reason why text or voice chat is required for gameplay must be given.
- Publisher must provide a simple, effective way for users to report UGM or online activity which they consider unacceptable.
- Publisher must maintain a block list and players should not be forced to interact with, or see the UGM of players they have blocked.
- Publisher must provide players with self-serve functionality – such as user mute controls - to help avoid interactions with players they prefer to ignore.
- Publisher must appoint and notify SIEA of regional points of contact who will act as a liaison with each SIE Group Company regional offices in relation to the moderation of online activity and user content.
- Issues of Terms of Service violation affecting your title must be escalated to SIEA for investigation and, where appropriate, PSN account or console level action.